

City of Mt. Vernon, Iowa

Meeting:	Mt. Vernon City Council Meeting
Place:	Mt. Vernon Police Station, 380 Old Lincoln Hwy., Mt. Vernon, Iowa 52314
Date/Time:	December 6, 2021 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	December 4, 2021

Mayor:	Jamie Hampton	City Administrator:	Chris Nosbisch
Mayor Pro-Tem:	Tom Wieseler	City Attorney:	Robert Hatala
Councilperson:	Stephanie West	Assis. Admin/City Clerk:	Sue Ripke
Councilperson:	Scott Rose	Deputy City Clerk:	Marsha Dewell
Councilperson:	Deb Herrmann	Chief of Police:	Doug Shannon
Councilperson:	Eric Roudabush		

The City Council will be returning to in-person meetings starting June 21, 2021. **The Council asks that you please wear a mask if you are unvaccinated and observe social distancing protocols.** The public entrance to the police station can be found on the west side of the building.

For those individuals that are unable to attend or still do not feel comfortable with in-person meetings, the City is providing a Zoom option. For those planning to attend via Zoom, please use the following information:

You will be prompted for the following information:

1. Telephone #: 1-312-626-6799
2. Meeting ID: 820 8517 1617
3. Password: 195468

Should you need assistance to access the meeting, please contact Chris at 319-359-8613.

- A. Call to Order
- B. Agenda Additions/Agenda Approval
- C. Communications:
 1. Unscheduled

If you wish to address the City Council on subjects pertaining to today's meeting agenda, please wait until that item on the agenda is reached. If you wish to address the City Council on an item **not** on the agenda, please approach the microphone and give your name and address for the public record before discussing your item. Each individual will be granted no more than five (5) minutes.

D. Consent Agenda

Note: These are routine items and will be enacted by one motion without separate discussion unless a Council Member requests separate consideration.

1. Approval of City Council Minutes – November 15, 2021 Regular Council Meeting

E. Public Hearing

1. Public Hearing for an Ordinance Amending Chapter 3 Boundaries, Section 3.02, Voting Precincts of the City of Mt. Vernon Municipal Code
 - i. Close Public Hearing – Proceed to F-2

F. Ordinance Approval/Amendment

1. Ordinance #11-15-2021A: Providing that General Property Taxes Levied and Collected Each Year on Certain Property Located Within the Stonebrook Urban Renewal Area, in the City of Mount Vernon, County of Linn, State of Iowa, by and for the Benefit of the State of Iowa, City of Mount Vernon, County of Linn, Mount Vernon Community School District, and Other Taxing Districts, be Paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issued or to be Issued, Incurred by the City in Connection with the Stonebrook Urban Renewal Area (Phase 3 Parcels)
 - i. Motion to approve the second reading and proceed to the third reading (Council may suspend rules and proceed to the final reading after a vote of the second reading)
2. Ordinance #12-6-2021A: Amending Chapter 3 Boundaries, Section 3.02, Voting Precincts of the City of Mt. Vernon Municipal Code
 - i. Motion to approve the first reading and proceed to the second reading (Council may suspend rules and proceed to the final reading after a vote of the first reading)

G. Resolutions for Approval

1. None

H. Mayoral Proclamation

1. None

I. Old Business

1. None

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Covid Related Issues/Policies – Council Action as Needed
3. Discussion and Consideration of Municipal Materials Management Agreement with Republic Services LLC – Solid Waste – Council Action as Needed
4. Discussion and Consideration of Request for Qualifications for Legal Services – Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. Fee Schedule - FYI

M. Reports of Mayor/Council/Administrator

1. Mayor's Report
2. Council Reports
3. Committee Reports
4. City Administrator's Report

N. Adjournment

Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

If anyone with a disability would like to attend the meeting, please call City Hall at 895-8742 to arrange for accommodations.

D. Consent Agenda

The City Council returned to in-person meetings held at the Police Station, 380 Lincoln Hwy. The Council asked that those in attendance wear a mask if unvaccinated and observe social distancing protocols. The public entrance to the police station is on the west side of the building. For those individuals that were unable to attend or did not feel comfortable with in-person meetings, the City provided a Zoom option. For those planning to attend via Zoom the following information was needed: Telephone #1-312-626-6799, Meeting ID: 812 0477 4233, Password: 160234. If assistance was needed before the meeting they could contact City Administrator Chris at 319-359-8613. The following Council members were present: Roudabush, West, Wieseler, Herrmann and Rose.

Call to Order. At 6:30 p.m. Mayor Jamie Hampton called the meeting to order.

Agenda Additions/Agenda Approval. Motion to approve the Agenda made by Wieseler, seconded by Herrmann. Motion carries.

Consent Agenda. Motion to approve the Consent Agenda made by Wieseler, seconded by Rose. Motion carries.

Approval of City Council Minutes – November 1, 2021 Regular Council Meeting

Ordinance Approval/Amendment

Ordinance #11-15-2021A: Providing that General Property Taxes Levied and Collected Each Year on Certain Property Located Within the Stonebrook Urban Renewal Area, in the City of Mount Vernon, County of Linn, State of Iowa, by and for the Benefit of the State of Iowa, City of Mount Vernon, County of Linn, Mount Vernon Community School District, and Other Taxing Districts, be Paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issued or to be Issued, Incurred by the City in Connection with the Stonebrook Urban Renewal Area (Phase 3 Parcels). This ordinance allows the City to implement the collection of TIF monies on the next addition to Stonebrook 9th Addition. Motion to approve the first reading of Ordinance #11-15-2021A made by Herrmann, seconded by West. Roll call vote. Motion carries.

Resolutions for Approval

Resolution #11-15-2021A: Approving Transfers for Fiscal Year 2021-2022. Motion to approve Resolution #11-15-2021A made by Rose, seconded by Herrmann. Roll call vote. Motion carries.

Motions for Approval

Consideration of Claims List – Motion to Approve. Motion to approve the Claims List made by Wieseler, seconded by Rose. Motion carries.

AIR CLEANING TECHNOLOGIES INC	EXHAUST SYSTEM-FD	50,500.00
AIRGAS INC	CYLINDER RENTAL FEE-PW	69.80
AIRGAS INC	OXYGEN-FD	449.79
ALLIANT IES UTILITIES	ENERGY USAGE-LBC	4,039.63
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	4,163.59
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	3,387.24
ALLIANT IES UTILITIES	ENERGY USAGE-PD	720.07
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	715.18

ALLIANT IES UTILITIES	ENERGY USAGE-SEW	540.84
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	441.59
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	431.45
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	234.63
ALLIANT IES UTILITIES	ENERGY USAGE-PD,RUT	219.77
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	93.97
ALLIANT IES UTILITIES	ENERGY USAGE-RUT,P&A,WAT,SEW	84.16
AMERICAN RED CROSS	TRAINING-P&REC	284.00
ARAMARK	UNIFORMS-FD	58.65
AUSTIN BOHLKEN	REFEREE-P&REC	200.00
BARNYARD SCREEN PRINTER LLC	SUPPLIES-P&REC	1,311.00
BARNYARD SCREEN PRINTER LLC	UNIFORMS-PW	699.00
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	289.00
BOWKER MECHANICAL CONTRACTORS	REPLACE SANI MANHOLE-SEW	25,853.65
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-ALL DEPTS	2,395.00
CAMPBELL SUPPLY CEDAR RAPIDS	LEVEL-RUT	263.59
CARQUEST OF LISBON	VEHICLE MAINT-PW	186.61
CATERPILLAR FINANCIAL SERVICES	GENERATOR-PD	949.39
CENTRAL IOWA DISTRIBUTING	SUPPLIES-P&A	324.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	81.80
CENTRAL IOWA DISTRIBUTING	SUPPLIES-FD	46.00
CENTURY LINK	PHONE CHARGES-PD	62.09
CITY LAUNDERING CO	SERVICES-LBC	254.56
CITY LAUNDERING CO	SERVICES-P&A	56.64
CITY LAUNDERING CO	SERVICES-P&A	47.89
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	32.00
COPYWORKS	BUSINESS CARDS-LBC	38.92
DE NOVO MARKETING	MONTHLY MAINT-LBC	300.00
EBS	INSURANCE CLAIMS-ALL DEPTS	3,004.00
EBS	INSURANCE CLAIMS-PD	50.92
GARY'S FOODS	MISC-PD	68.01
GARY'S FOODS	SUPPLIES-P&A,LBC	59.73
GRADY OLBERDING	REFEREE-P&REC	50.00
HALL & HALL ENGINEERS INC	SHADE STRUCTURE PROJ-LBC	552.00
HAWKEYE FIRE & SAFETY CORP	EXTINGUISHER MAINT-FD	282.75
HAWKEYE FIRE & SAFETY CORP	MEDICAL SUPPLIES-P&A	375.80
HDC	PURCHASE ORDERS-PW	232.48
HEIMAN FIRE EQUIPMENT INC	TOOLS-FD	449.30
HILLS BANK & TRUST COMPANY	SERIES 2015 GO BOND	1,831.75
HUNTINGTON NATIONAL BANK	QRTLY EQUIPMENT LEASE-LBC	6,999.08
IOWA FIREFIGHTERS ASSOCIATION	DEPT MEMBERSHIP-FD	391.00
IOWA LEAGUE OF CITIES	BANQUET REGISTRATION-P&A	120.00
IOWA SOLUTIONS INC	MONTHLY MAINT-ALL DEPTS	1,002.50
IOWA SOLUTIONS INC	MONTHLY MAINT-PD	217.50
JORDAN AXTELL	REFEREE-P&REC	200.00
KINGS MATERIAL INC	BUNKER BLOCK-P&REC	3,122.59
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES-LBC	24.27
KONICA MINOLTA BUSINESS SOLUTION	MAINTENANCE PLAN/COPIES-P&A	229.35
KONICA MINOLTA BUSINESS SOLUTION	MAINTENANCE PLAN/COPIES-PD	205.31
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES-LBC	397.66
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES-LBC	57.50
LYNCH FORD	MUD FLAPS-RUT	79.98
LYNCH FORD	OIL CHG/MAINT-RUT	57.45
LYNCH FORD	PLUG ASY-RUT	7.50

MARSHA DEWELL	MILEAGE-P&A	33.60
MEDIACOM	PHONE/INTERNET-LBC	802.86
MEDIACOM	PHONE/INTERNET-PD	489.77
MEDIACOM	PHONE/INTERNET-WWTP	278.53
MEDIACOM	PHONE/INTERNET-POOL	246.79
MEDIACOM	PHONE/INTERNET-P&REC	244.73
MEDIACOM	PHONE/INTERNET-RUT	251.68
MEDIACOM	PHONE/INTERNET-FD	192.13
MIDWEST INJECTION INC	SLUDGE REMOVAL-SEW	15,000.00
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,377.05
MOUNT VERNON ACE HARDWARE	EQUIP MAINT-FD	280.21
MOUNT VERNON BANK & TRUST CO	SERIES 2020 GO BOND	3,840.00
MT VERNON CAR WASH	VEHICLE MAINT-PD	72.00
MUNICIPAL SUPPLY INC	SUPPLIES-WAT	97.71
NEAL'S WATER CONDITIONING SERVICE	WATER/SALT-RUT,P&A,SEW	83.00
OVERHEAD DOOR CO	DOOR MAINT-FD	232.50
PAUL HAGEMAN	REFEREE-P&REC	200.00
PAYROLL	CLAIMS	85,937.70
PNP	FUEL-PD	2,172.09
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,S/W	457.11
PUSH-PEDAL-PULL	SERVICE-LBC	83.00
PUSH-PEDAL-PULL	SERVICE-LBC	30.00
PUSH-PEDAL-PULL	SERVICE-LBC	387.00
RC TECH	CAMERA MAINT-P&A	133.75
RC TECH	TECHNOLOGY	3,784.72
RC TECH	TECHNOLOGY-ALL DEPTS	500.80
RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTION-P&A	158.82
RICHARD BURROUGHS	CEMETERY MAINT	1,520.00
RICKARD SIGN AND DESIGN CORP	DECAL-RUT	127.50
ROBERT BUSER	STIPEND-EMA	2,000.00
ROBERT CAMPAGNA	REFEREE-P&REC	270.00
SHERWIN WILLIAMS CO.	EQUIP MAINT-RUT	61.61
SIMMERING CORY IOWA CODIFICATION	CODE BOOKS-P&A	307.00
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-RUT	65.00
STAPLES INC	SUPPLIES-ALL DEPTS	263.71
STATE HYGIENIC LAB	TESTING-SEW	2,096.00
TECHNICOM COMMUNICATIONS SYSTEM	PHONE INSTALLATION-LBC	574.74
TODD WEAVER	FLOOR COVERINGS-FD	1,829.13
TREASURER STATE OF IOWA	WET TAX	2,839.00
TREASURER STATE OF IOWA	SALES TAX	2,196.00
TRI-CITY ELECTRIC CO OF IOWA	BLDG MAINT-LBC	598.00
UNITY POINT CLINIC	PRE-EMPLOYMENT PHYSICAL	520.00
UNITYPOINT CLINIC-OCCUPATIONAL	DRUG TESTING-RUT	42.00
US CELLULAR	CELL PHONE-PD	550.64
USA BLUE BOOK	SUPPLIES-WAT	577.59
WAPSI WASTE SERVICE	GB,RECY-SW	22,982.87
WOODWARD COMMUNITY MEDIA	ADS/PUBLICATIONS-KMVL,P&A	445.83
WRH INC	WWTP IMPROVEMENTS 2019	83,216.91
TOTAL		360,345.01
CAPITAL IMPROVEMENT PROJECTS		3,784.72
DEBT SERVICE FUND		5,671.75
FIRE DEPARMENT TAX LEVY		50,500.00

GENERAL FUND	24,168.44
LBC	15,809.98
LOST III COMMUNITY CENTER	852.00
PAYROLL	85,937.70
POLICE STATION CONSTRUCTION	949.39
ROAD USE TAX FUND	9,275.06
SEWER FUND	129,464.54
SOLID WASTE	24,862.79
STORM WATER FUND	156.56
WATER FUND	8,912.08
TOTAL	360,345.01

OCTOBER REVENUE FY22

GENERAL GOVERNMENT	1,109,695.99
PUBLIC SAFETY	157,820.35
PUBLIC WORKS	325,531.71
CULTURE-RECREATION	37,532.55
DEBT SERVICE	27,237.67
TOTAL	1,657,818.27

Discussion and Consideration of Covid Related Issues/Policies – Council Action as Needed. No changes were made to Covid related issues/policies.

Discussion and Consideration of Housing Commission Highway 30 By-Pass Area Housing Concept – Council Action as Needed. The Housing Commission recommends the creation of a stair-stepped development in the Highway 30 by-pass area. This concept would include a range of housing options for individuals and families of all income levels. The housing options include townhomes, patio homes and senior housing. The Commission's recommendation is based on the concept of smart growth and ten basic principles which can be viewed on the City's website in the November 15, 2021 Council packet. West stated that this is in line with both the By-pass and the Comprehensive Plan. Motion to approve and accept the Housing Commissions' Highway 30 By-Pass Area Housing concept made by Herrmann, seconded by Wieseler. Motion carries.

Discussion and Consideration of Annual Cedar Rapids Metro Economic Alliance Membership – Council Action as Needed. Council was asked to approve the membership cost of \$3,500.00 to the Cedar Rapids Metro Economic Alliance. Motion to approve membership to the Cedar Rapids Metro Economic Alliance at a cost of \$3,500.00 was made by West, seconded by Rose. Motion carries.

Discussion and Consideration of Extrication Equipment for the Mt. Vernon Fire Department – Council Action as Needed. Council was asked to approve the purchase of extrication equipment for a cost of \$19,400.00. If approved, the cost will be paid out of the Fire Department's CIP levy fund. Motion to approve the extrication equipment at a cost of \$19,400.00 made by Rose, seconded by Wieseler. Motion carries.

Discussion and Consideration of Turf Tank Automated GPS Field Sprayer Agreement - Council Action as Needed. Council was asked to approve the purchase of a GPS based spraying system called a Turf Tank for a cost of \$11,500.00; \$10k for a one year agreement and \$1,500.00 for configuration, shipping, and training. This unit utilizes GPS mapping to spray athletic fields. Council agreed to the cost with the caveat that they see stats regarding how many employees and man hours this offset. Motion to approve a one year agreement made by Wieseler, seconded by Rose. Motion carries.

Discussion and Consideration of Mt. Vernon City Planner Job Description – Council Action as Needed. The MV City Planner job description can be viewed on the City's website in the November 15, 2021 City Council packet. Motion to approve the City Planner position and job description made by West, seconded by Herrmann. Motion carries.

Discussion and Consideration of Appointing Laura Eckles as the Mt. Vernon City Planner – Council Action as Needed. Staff is recommending the promotion of Laura Eckles to the position of City Planner with a new salary of \$52,000.00 effective immediately. Motion to approve Laura Eckles to the position of City Planner with the salary of \$52,000.00 made by Wieseler, seconded by Herrmann. Motion carries.

Discussion and Consideration of Setting a Public Hearing Date for an Ordinance Establishing Precinct Boundaries for the City of Mt. Vernon, Iowa – Council Action as Needed. Motion to set a Public Hearing for December 6, 2021 to establish precinct boundaries for the City of Mount Vernon made by Rose, seconded by Wieseler. Motion carries.

Discussion and Consideration of Tree Purchase/Donation for Parks and Limited Right of Ways – Council Action as Needed. Bob Royer would like to donate some trees to the City and sell others at a reduced cost. Some of the trees would be planted in the parks and in the City's right-of-way. No specific number of trees or cost was given but Nosbisch said that he would like to let Mr. Royer know whether or not the City was interested. Herrmann said she would be interested but would like to see a plan (the number of trees and costs) before anything is approved. To which Council agreed with.

Discussion and Consideration of Membership Referral Marketing Program at the LBC – Council Action as Needed. Council was asked to approve a new marketing idea for the LBC whereas current members will be given two free daily passes to give to non-members in the hopes that they will become permanent members. P&Rec Director Matt Siders said that 80% of non-members who tour the building buy a membership. Motion to approve the LBC marketing program made by Rose, seconded by Wieseler. Motion carries.

Discussion and Consideration of Pay Application #17 for the 2019 Wastewater Treatment Plant Improvement Project – Council Action as Needed. Pay Application #17 is the retainage for the 2019 Wastewater Treatment Plant Improvement Project and is in the amount of \$83,216.91. The retainage will be paid after the 30 day waiting period has expired. Motion to approve Pay Application #17 for the amount of \$83,216.91 made by Herrmann, seconded by Wieseler. Motion carries.

Reports to be Received/Filed. Reports can be viewed on the City website in the November 15, 2021 Council packet.

Mt. Vernon/Lisbon Police Report

Mt. Vernon Public Works Report

Mt. Vernon Parks and Rec Report

Discussion Items (No Action)

Council Vacancy Procedures. With the election of Councilperson Wieseler to Mayor on January 1st we will have an open council seat to fill. At that time Council can either appoint someone or hold a special election.

Reports of Mayor/Council/Administrator

City Administrator's Report. The pool RFP has been posted to the League of Cities website and design professionals. City Hall will be closed November 25 and 26, 2021 in observance of Thanksgiving. The employee recognition program will be on Friday, December 17, 2021.

As there was no further business to attend to the meeting adjourned the time being 7:58 p.m., November 15, 2021.

Respectfully submitted,
Sue Ripke
City Clerk

E. Public Hearing

AGENDA ITEM # E – 1 & F – 2

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: December 6, 2021

AGENDA ITEM: Public Hearing - Ordinance #12-6-2021A

ACTION: Motion to Close

SYNOPSIS: This has been a Council agenda item on two previous occasions. The receipt of the 2020 census numbers has prompted a change to the City of Mt. Vernon's voting precinct maps. The ordinance provides the legal descriptions for the new voting precincts as they are required to be incorporated into the city code.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: See Ordinance #12-6-2021A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/2/21

F. Ordinance Approval/Amendment

AGENDA ITEM # F – 1

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: December 6, 2021

AGENDA ITEM: Ordinance #11-15-2021A

ACTION: Motion

SYNOPSIS: This ordinance is necessary to capture TIF monies on the next addition to Stonebrook (9th Addition). No additional communication have been received by city staff.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #11-15-2021A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/2/21

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON **CERTAIN PROPERTY** LOCATED WITHIN THE STONEBROOK URBAN RENEWAL AREA, IN THE CITY OF MOUNT VERNON, COUNTY OF LINN, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF MOUNT VERNON, COUNTY OF LINN, MOUNT VERNON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE STONEBROOK URBAN RENEWAL AREA (**PHASE 3 PARCELS**)

WHEREAS, the City Council of the City of Mount Vernon, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 1-2-2018A passed and approved on the 2nd day of January, 2018, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Stonebrook Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows ("**Phase 3 Parcels**"):

BEGINNING at the Northwest Corner of Parcel "A" of Plat of Survey #1743 in accordance with the Plat thereof Recorded in Book 8149 at Page 588 of the Records of the Linn County Recorder's Office; Thence S01°22'49"E, along the West Line of said Parcel "A", 258.85 feet; Thence S14°39'57"W, along said West Line, 49.59 feet, to the Southwest Corner thereof; Thence S75°27'52"E, along the South Line of said Parcel "A", 370.33 feet; Thence S11°45'13"E, along said South Line, 63.56 feet, to the Southeast Corner thereof, and a Point on the West Line of Stonebrook Fourth Addition, in accordance with the Plat thereof Recorded in Book 6194 at Page 621 of the Records of the Linn County Recorder's Office; Thence S35°44'02"W, along said West Line, 28.81 feet; Thence S15°22'06"W, along said West Line, 391.57 feet; Thence Northwesterly 125.88 feet along a 651.27 foot radius curve, concave Southwesterly, whose 125.68 foot chord bears N69°07'46"W; Thence N74°40'00"W, 229.90 feet; Thence S15°22'06"W, 60.00 feet; Thence N74°40'00"W, 25.76 feet; Thence Northwesterly 192.69 feet along a 1302.47 foot radius curve, concave Southwesterly, whose 192.52 foot chord bears N78°54'18"W; Thence N00°28'18"W, 60.47 feet; Thence N01°03'33"W, 566.94 feet; Thence S88°56'27"W, 140.00 feet; Thence N01°03'33"W, 15.00 feet; Thence N88°56'27"E, 140.00 feet; Thence N54°35'10"E, 181.20 feet; Thence Northeasterly 210.27 feet along a 55.00 foot radius curve, concave Northwesterly, whose 103.68 foot chord bears N35°03'51"E; Thence N88°56'27"E, 129.29 feet; Thence S00°50'46"W, 63.27 feet, to the POINT OF BEGINNING. Said Tract of Land contains 9.21 Acres, and is subject to easements and restrictions of record.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Mount Vernon, State of Iowa, to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Mount Vernon, State of Iowa, desires to provide for the division of revenue from taxation on the **Phase 3 Parcels** in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended. [Note: The **Phase 3 Parcels** is the only portion of the Urban Renewal Area that will be included in this TIF Ordinance. The City has previously adopted a separate ordinance which provide for the division of revenue with respect to other portions of the Urban Renewal Area. Nothing in this Ordinance shall amend the prior ordinance(s) nor shall this Ordinance impact the base value or division of revenue already established in the previously approved ordinance(s). The City anticipates that as other parcels develop (increase in value) in the future, the City will adopt separate TIF ordinance(s) on other parcels/areas within the Urban Renewal Area. Therefore, the various TIF ordinances in this Urban Renewal Area will have different frozen bases and different expiration dates.]

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, STATE OF IOWA:

Section 1. That the taxes levied on the taxable property in the **Phase 3 Parcels** of the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Mount Vernon, County of Linn, Mount Vernon Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the **Phase 3 Parcels** of the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Mount Vernon, State of Iowa, certifies to the Auditor of Linn County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Mount Vernon, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Mount Vernon, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken anywhere within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional

support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 in existence at the time this Ordinance becomes effective shall be collected against all taxable property within the **Phase 3 Parcels** of the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the **Phase 3 Parcels** of the Urban Renewal Area exceeds the total assessed value of the taxable property in the **Phase 3 Parcels** of the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the **Phase 3 Parcels** of the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds, and interest thereon of the City of Mount Vernon, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the **Phase 3 Parcels** of the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the **Phase 3 Parcels** of the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the **Phase 3 Parcels** of the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2021

Read Second Time: _____, 2021

Read Third Time: _____, 2021

PASSED AND APPROVED: _____, 2021.

I, _____, City Clerk of the City of Mount Vernon, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2019, signed by the Mayor on _____, 2021, and published in the Mount Vernon-Lisbon Sun on _____, 2021.

City Clerk, City of Mount Vernon, State of
Iowa

(SEAL)

01964050-1\13932-032

ORDINANCE CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF LINN

)

1. I certify that Ordinance Number _____, of which a true copy is attached, was duly adopted by the City Council of the City of Mount Vernon, State of Iowa, signed by the Mayor and published as required by law and is now in effect. I further certify that the consideration(s) and votes taken for the enactment of the Ordinance were as follows:

a. First consideration - Date: _____

Vote: In favor _____, Opposed _____,
Absent or Abstain _____.

b. Second consideration - Date: _____

Vote: In favor _____, Opposed _____,
Absent or Abstain _____.

c. Final Consideration - Date: _____

Vote: In favor _____, Opposed _____,
Absent or Abstain _____.

d. Publication Date: _____.

2. The Ordinance was not considered on any date after its first consideration as shown above when it did not receive an affirmative vote for passage.

3. On the date of _____, _____, the City Council adopted a motion for the suspension of the rule requiring separate consideration at three meetings and voted the final adoption of the Ordinance. The vote for suspension of the rules was by three-fourths of the full City Council, voting _____ in favor, _____ opposed and _____ absent, vacant or abstaining and was duly recorded.

4. I further certify that each meeting for the consideration of the Ordinance was duly and publicly held, with a notice of the meeting and tentative agenda naming the consideration of the Ordinance timely posted and upon reasonable advance notice to the media as required by the Chapter 21 of the Code of Iowa and rules of the Council then governing.

5. I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or

boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2021.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

**(Attach Affidavit of Publication to this Certificate
and send Certificate and Affidavit to Ahlers & Cooney, P.C.)**

01964042-1\13932-032

CITY CLERK'S CERTIFICATION TO COUNTY AUDITOR

I hereby certify that attached hereto is a true and correct copy of the Tax Increment Ordinance approved by the City Council of the City of Mount Vernon, State of Iowa, designated as Ordinance Number _____, entitled:

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON **CERTAIN PROPERTY** LOCATED WITHIN THE STONEBROOK URBAN RENEWAL AREA, IN THE CITY OF MOUNT VERNON, COUNTY OF LINN, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF MOUNT VERNON, COUNTY OF LINN, MOUNT VERNON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE STONEBROOK URBAN RENEWAL AREA (**PHASE 3 PARCELS**)

approved by the City Council on the _____ day of _____, 2021, and duly published on the _____ day of _____, 2021, the original of which is on file in the records of the undersigned.

Dated this _____ day of _____, 2021.

Clerk of the City of Mount Vernon

(CITY SEAL)

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Linn County, Iowa, hereby certify that on the _____ day of _____, 2021, there was filed in my office a copy of the Tax Increment Ordinance of the City of Mount Vernon, State of Iowa, Ordinance Number _____, approved by the City Council on the _____ day of _____, 2021, all duly certified upon the form attached above.

County Auditor of Linn County, Iowa

(COUNTY SEAL)

Prepared by: City of Mt. Vernon, City Hall,
Chris Nosbisch, City Administrator

213 First St. NW, Mt. Vernon, IA 52314
(319) 895-8742

ORDINANCE #12-6-2021A

**AN ORDINANCE AMENDING CHAPTER 3 BOUNDARIES, SECTION 3.02, VOTING
PRECINCTS OF THE CITY OF MT. VERNON MUNICIPAL CODE**

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA:

SECTION 1. AMENDMENT. The Code of Ordinances of the City of Mount Vernon, Iowa, is amended by revising section 3.02 Boundaries, which is hereby adopted to read as follows:

3.02 Voting Precincts. The City of Mount Vernon, Iowa, for the convenience of its citizens and to facilitate the casting and counting of ballots at elections, is hereby divided into precincts named Mount Vernon East and Mount Vernon West. Whenever a street is designated as a boundary line, the center of said street is meant, unless otherwise designated, and whenever reference is made to a right of way, the center of said right of way is meant, unless otherwise designated. The precincts are bounded as follows:

- (a) Mount Vernon First Precinct. All that portion of the city bounded as follows: Beginning at the intersection of State Highway/1st Ave and 1st St; thence Southwesterly along State Highway/1st Ave to the intersection of the corporate limit boundary; thence counter clockwise along the corporate limit boundary to the intersection of the corporate limit boundary and 1st St W; thence Southeasterly along 1st St W to the intersection of 1st St W and 10th Ave SW/Old Lincoln Hwy NW; thence North along Old Lincoln Hwy NW to the intersection of Old Lincoln Hwy NW and Union Pacific Railroad; thence East on the Union Pacific Railroad to the intersection of the Union Pacific Railroad and Springville Rd NW/8th Ave NW; thence south along 8th Ave NW to the intersection of 8th Ave NW and 1st St W; thence Southeasterly along 1st St W to the intersection of State Highway/1st Ave and 1st St, said point being the point of beginning, shall constitute the Mount Vernon East Precinct.
- (b) Mount Vernon Second Precinct. All that portion of the city bounded as follows: Beginning at the intersection of State Highway/1st Ave and 1st St;

thence Southwesterly along State Highway/1st Ave to the intersection of the corporate limit boundary; thence clockwise along the corporate limit boundary to the intersection of the corporate limit boundary and 1st St W; thence Southeasterly along 1st St W to the intersection of 1st St W and 10th Ave SW/Old Lincoln Hwy NW; thence North along Old Lincoln Hwy NW to the intersection of Old Lincoln Hwy NW and Union Pacific Railroad; thence East on the Union Pacific Railroad to the intersection of the Union Pacific Railroad and Springville Rd NW/8th Ave NW; thence south along 8th Ave NW to the intersection of 8th Ave NW and 1st St W; thence Southeasterly along 1st St W to the intersection of State Highway/1st Ave and 1st St, said point being the point of beginning, shall constitute the Mount Vernon West Precinct

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved and adopted this ____ day of _____, 202__.

ATTEST:

Jamie Hampton - Mayor

Sue Ripke – City Clerk

I certify that the foregoing was published as
Ordinance #12-6-2021A on the ____ day of _____, 20__.

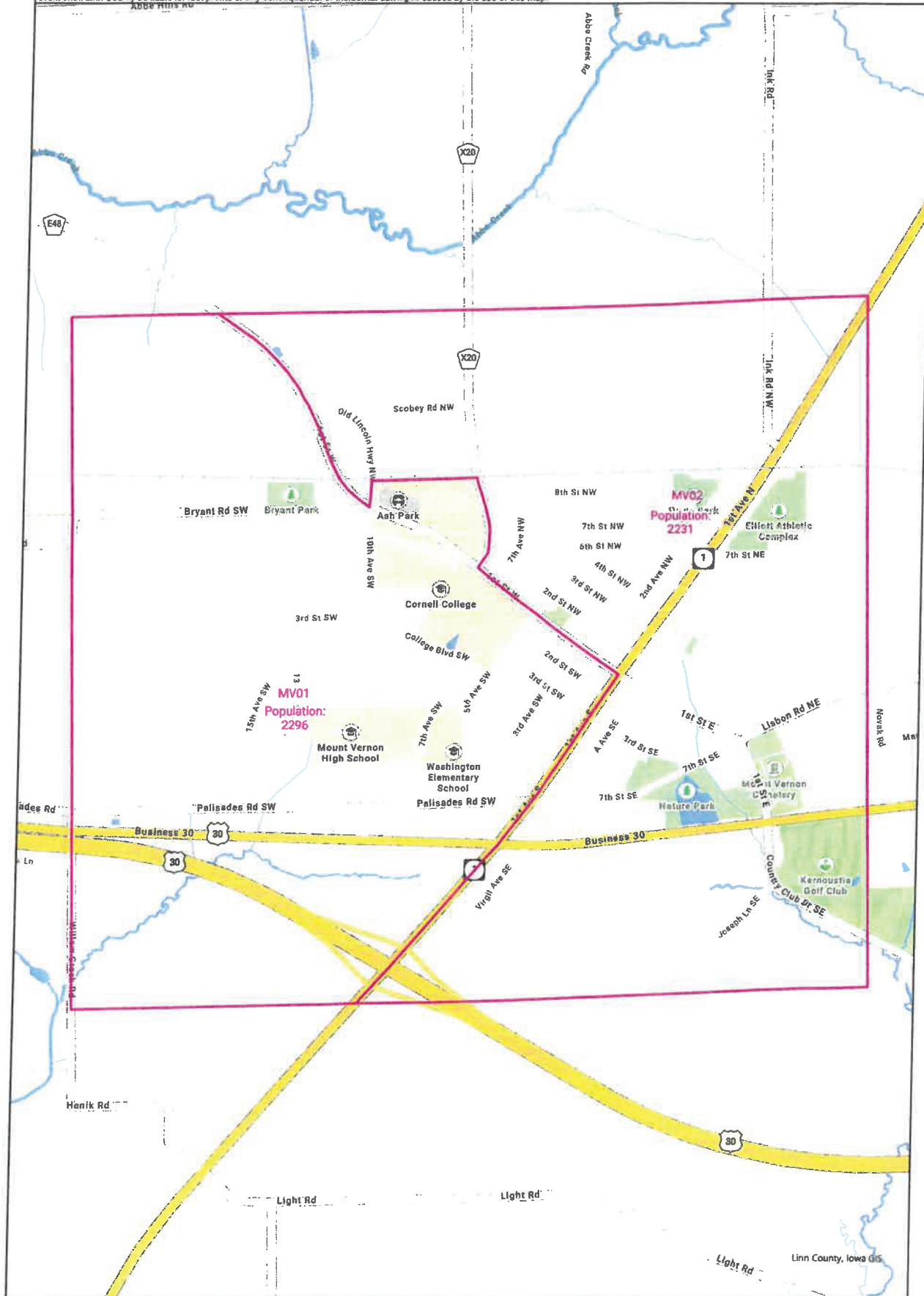
Sue Ripke, City Clerk

Mount Vernon Precinct Plan 03 Balanced Population



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Date Exported: 8/26/2021 4:19 PM



**State of Iowa
City Reprecincting Worksheet**

City Information

City: City of Mount Vernon, Iowa
City Population (use 2020 Census number): 4,527
Number of Precincts: 2

City Point of Contact Information for Reprecincting Process

Name: Chris Nosbisch Title: City Administrator
Telephone: 319-895-8742
Email: cnosbisch@cityofmtvernon-ia.gov
Address: 213 1st Street NW, Mt. Vernon, Iowa 52314

Street Address

City

Zip

Precinct Ordinance and Public Hearing Information

1. Attach a copy of the ordinance describing the city precinct boundaries with this worksheet. If no changes were made to the precinct boundaries following the 2020 census, you still must submit the ordinance, and a copy of the existing precinct ordinance is sufficient.
2. Write the date on which the public hearing was held. If no changes to precinct boundaries were made, a public hearing was not required so please write N/A on the line below.

Date of public hearing(s): December 6, 2021

**State of Iowa
City Reprecincting Worksheet
Precinct Population Certification**

City: Mount Vernon

If you require lines in addition to those below, make copies of the following page as needed.

Precinct Name or Number	Population of Incorporated Portion	Population of Unincorporated Portion (only if have joint city/county agreement)	Total Population
Mount Vernon East	2296		2296
Mount Vernon West	2231		2231
City Total Population	4527		4527

I hereby certify that this is a complete and correct list of all precincts in this city of
Chris Nosbisch *and that the population data included is correct.*

Signed: _____ Date: _____
 Authorized City Representative

Print Name: Chris Nosbisch

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, DECEMBER 6, 2021

PAYROLL	CLAIMS	179,626.17
UMB	LONG TERM DEBT PYMTS	123,178.75
WAPSI WASTE SERVICE	GB,RECYL-SW	22,982.87
WELLMARK	INSURANCE-ALL DEPTS	22,806.76
IOWA FINANCE AUTHORITY	STATE REVOLVING FUND	16,064.38
JOURNAL COMMUNICATION	ADVERTISING-LBC	10,215.00
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	7,531.99
MORTON SALT	WINTER SALT-RUT	6,244.17
ALLIANT	ENERGY USAGE-SEW	5,293.38
LINN CO-OP OIL CO	FUEL-PW	4,322.96
KLUESNER CONSTRUCTION INC	CRACK SEALING-RUT	4,163.00
CR METRO ECONOMIC ALLIANCE	MEMBERSHIP-ECON DEV	3,500.00
WATER SOLUTIONS UNLIMITED	CHEMICALS-WAT	3,442.31
ALLIANT IES UTILITIES	ENERGY USAGE-LBC	3,304.37
ESO SOLUTIONS	SOFTWARE-FD	3,097.40
ROTO-ROOTER	VAC/JET LINE-SEW	2,965.00
TREASURER STATE OF IOWA	WET TAX	2,949.00
CLIFTON LARSON ALLEN	AUDITOR FEES-P&A	2,625.00
TREASURER STATE OF IOWA	SALES TAX	2,540.00
RC TECH	CAMERAS,INSTALLATION-RUT	2,517.66
PUSH-PEDAL-PULL	EQUIP MAINT-LBC	2,453.00
HAWKINS INC	CHEMICALS-WAT	2,373.39
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	2,102.00
MORTON SALT	WINTER SALT-RUT	2,054.83
BRADY LANHAM	BREAKER/OUTLET INSTALL-RUT	2,035.00
ALLIANT	ENERGY USAGE-WAT	2,009.21
EBS	INSURANCE CLAIMS-ALL DEPTS	1,729.11
DELTA DENTAL	INSURANCE-ALL DEPTS	1,634.82
SUN LIFE ASSURANCE COMPANY	INSURANCE-ALL DEPTS	1,521.74
TURF TANK	ROBOT CONFIGURATION-RUT,P&REC	1,500.00
RACOM CORPORATION	PHASE II TDMA/PROGRAMMING-PD	1,395.00
GAZETTE COMMUNICATIONS	FIRE SAFE CABINETS-RUT	1,000.00
RICKARD SIGN AND DESIGN CORP	CHEVRONS,PRINTS-PD	995.00
WATER SOLUTIONS UNLIMITED INC	CHEMICALS-SEW	948.00
TRASH STICKERS INC	TRASH TAGS-S/W 30,000	907.00
VEENSTRA & KIMM INC	WWTP SLUDGE DISPOSAL PLAN	882.50
IOWA SOLUTIONS INC	MONTHLY MAINTENANCE-ALL DEPTS	817.75
MOUNT VERNON BANK	NSF CHECKS-WAT	797.36
RHINO INDUSTRIES INC	CHEMICALS-SEW	794.00
NIGHT SHIFT	CLEANING SERVICE-P&A	788.03
NIGHT SHIFT	CLEANING SERVICE-PD	756.39
ALLIANT	ENERGY USAGE-PD	747.05
WENDLING QUARRIES	ROCK-RUT	709.36
ROTO ROOTER	6TH ST PLUG-SEW	660.00
COPYWORKS	BROCHURES-LBC	561.00
GORDON LUMBER COMPANY	BLDG SUPPLIES-RUT	512.74
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	462.79
MEDIACOM	PHONE/INTERNET-P&A	352.07
EBS	ADMIN FEE-ALL DEPTS	345.50
MIDWEST RADAR & EQUIPMENT	EQUIP SERVICE-PD	320.00
WENDLING QUARRIES	ROCK-RUT	315.62
DE NOVO MARKETING	MONTHLY MAINT-LBC	300.00
IOWA PRISON INDUSTRIES	RIVET DRIVES-RUT	297.00
POSTMASTER	FIRST CLASS PRESORT FEE	265.00
STAPLES	SUPPLIES-P&A,RUT	255.27
CITY LAUNDERING CO	SERVICES-LBC	254.56
CITY LAUNDERING CO	SERVICES-LBC	254.56

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, DECEMBER 6, 2021

TASC	ADMIN FEE-ALL DEPTS	248.94
WATCH GUARD	STORAGE-PD	233.10
ALLIANT	ENERGY USAGE-P&REC	224.61
ALEX VOLKOV	UNIFORMS-WAT,SEW	221.48
RAY ALLEN MFG	BOWL/KONG BALLS-K9	220.86
HALL & HALL ENGINEERING	SOFTBALL FIELD EASEMENT-SEW	219.00
SARAH BOOTS	REIMB-LBC	205.16
FUTURE LINE TRUCK EQUIPMENT	LIGHT BAR-RUT	197.78
US CELLULAR	CELL PHONE-P&REC,WAT,SEW	153.77
DUSTIN BURNETT	KEY MACHINE-RUT	150.00
STAPLES INC	SUPPLIES-P&A	148.37
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES-LBC	140.20
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	117.00
AUSTIN BOHLKEN	REFEREE-P&REC	110.00
KIEFER AQUATICS	DIVING BOARD STEP-POOL	110.00
ALLIANT	ENERGY USAGE-SEW	89.96
STAPLES	SUPPLIES-PD	87.69
JORDAN AXTELL	REFEREE-P&REC	80.00
PAUL HAGEMAN	REFEREE-P&REC	80.00
IOWA PRISON INDUSTRIES	PLAQUES-P&A	79.00
JAYNE DEWITTE	REIMB-PD	73.94
HALL & HALL ENGINEERING	SHADE STRUCTURES-LBC	69.00
CITY LAUNDERING	SERVICES-P&A	56.64
CITY LAUNDERING	SERVICES-P&A	56.64
AAA PEST CONTROL	PEST CONTROL-PD	55.00
P&K MIDWEST INC	GREASE-RUT	52.30
CASSIDY OLBERDING	REFEREE-P&REC	50.00
SYDNEY MCDANIEL	REFUND-LBC	50.00
DIESEL TURBO SERVICES INC	VEHICLE REPAIRS-RUT	48.72
ALLIANT	ENERGY USAGE-EMA	43.24
CASSIDY OLBERDING	REFEREE-P&REC	40.00
JOE'S QUALITY WINDOW CLEANING	WINDOW CLEANING-PD	40.00
ALLIANT	ENERGY USAGE-SEW	36.85
P&K MIDWEST INC	SERVICE-RUT	35.00
ALLIANT	ENERGY USAGE-P&REC	33.47
MATT SIDERS	MEAL REIMB-P&REC	30.84
AAA PEST CONTROL	PEST CONTROL-P&A	30.00
IOWA ONE CALL	LOCATES-WAT,SEW	26.10
ALLIANT	ENERGY USAGE-CEM	19.07
SUE RIPKE	MILEAGE-P&A	17.92
TOTAL		469,458.47
GENERAL FUND		33,712.91
ROAD USE TAX FUND		27,272.17
DEBT SERVICE		139,243.13
LOST III COMMUNITY CENTER		369.00
WATER FUND		19,144.89
SEWER FUND		20,224.59
STORM WATER FUND		872.59
SOLID WASTE		27,206.64
LBC		21,786.38
PAYROLL		179,626.17
TOTAL		469,458.47

AGENDA ITEM # J – 2

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: December 6, 2021

AGENDA ITEM: Covid Related Policies/Procedures

ACTION: Possible Motion

SYNOPSIS: The seven day positivity rate for the 52314 zip code is the same (December 2, 2021) as the last City Council meeting at 1.29. Updated information from Linn County Public health was emailed to the City Council on December 1, 2021. Staff is not seeking any changes to our current policies and procedures.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Possible Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/2/21

AGENDA ITEM # J – 3

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: December 6, 2021

AGENDA ITEM: Solid Waste Contract

ACTION: Motion

SYNOPSIS: Attached you will find a copy of the proposed solid waste contract with Republic. I have received positive feedback from all three references, DeWitt, Fairfax, and Camanche. The City Attorney has reviewed the contract, but cannot release his notes until a conflict of interest waiver is signed. With that being said, he did not indicate any significant changes from his initial review.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/2/21

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this ____ day of December 2021 (“**Effective Date**”), by and between the City of Mount Vernon, Iowa (“**City**”), and Republic Services LLC d/b/a Republic Services of Cedar Rapids a Delaware limited liability company qualified to do and actually doing business in the State of Iowa (“**Company**”).

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Recycling Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the City (the “**Services**”):

Location Types

X ____ Residential Units X ____ Commercial Units

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in Exhibit A.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any information received from the City in marketing all of its available services to the residents and Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A General Specifications for Services

Exhibit B Pricing

6. Term. This Agreement begins on July 1, 2022 and expires on June 30th 2032. the contract will be extended for an additional twelve (12) months beyond the original termination date unless one of the parties notifies the other in writing within sixty (60) days prior to such extension date that the Contract is not to be further extended. The parties intend that the Contract will be automatically extended indefinitely as provided in this paragraph until a party notifies the other party in a timely manner of that party's election not to extend the Contract. This Contract may also be further extended upon mutual written agreement of City and Contractor.
7. Rates for Services; Rate Adjustments; Additional Fees and Costs.
- 7.1 Rates for Services. The rates for all Services shall be as shown on Exhibit B, subject to the rate adjustments and additional fees and costs as set forth herein.
- 7.2 Annual Rate Adjustments. Company shall increase the rates by 4% percent for all Services on July, 1 of each successive year of the contract.
- 7.3 Cost Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, or federal rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) fuel costs in excess of \$4.50 per gallon; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost. Where possible the city shall receive a 30 day notification of changes.
- 7.4 Annual Recycling Adjustment. In addition to the Annual Rate Adjustment, on each anniversary of the Effective Date of this Agreement, Company shall evaluate, and adjust, if needed, the Recycling Processing Charge based on any changes in Commodity Sales, Processing Rates and/or Residual Costs. The Recycling Processing Charge over the most recent twelve-month period shall be compared to the last identified Recycling Processing Charge to determine any change. A reduction in Recycling Processing Charge shall result in a decreased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. An increase in Recycling Processing Charge shall result in an increased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. Should unforeseen circumstances cause at least a 20% change in Company's Recycling Processing Charge, both parties agree to implement a mid-year adjustment to the Recycling Processing Charge. In the event of any Recycling Adjustment, the City shall have sole discretion to make a lump sum payment to Company (or receive a lump sum credit) or to pass the Recycling Adjustment through to the rate payers in the City. The city will receive a notice 30 days prior to any mid year changes.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the City. The City shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The City shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the City. Company shall invoice the City for the number of addresses that were billed by the City by the end of each month, and the City shall pay Company's invoices.

8.2 Payment. The City or Customer, as applicable, shall pay each of Company's invoices without offset within twenty (30) days of receipt Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the City, City shall pay Company's invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.4 Service Suspension.

8.4.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.4.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the City.

8.5 Audits.

8.5.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the City shall perform an audit at least once each year to confirm that all

addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Company.

8.5.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within sixty (60) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving sixty (60) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within sixty (60) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire Waste Container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
13. Specifications for all Recyclable Materials. Recyclable Materials shall comply with any and all specifications provided by Company in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material received within the City limits is

rejected by the recycling facility or is not of the intended quality or grade, Company will notify the City and the City shall pay any damages, costs, and penalties incurred by Company due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Company from selling some or all of the Recyclable Materials, Company may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Materials in a landfill and update the City's rates accordingly. Company will notify city of any changes in recycling due to market conditions prior to any changes in collection.

14. **Equipment; Access.** Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The City shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The City shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the City or the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement. Unless caused by companies negligence.
15. **Representations and Warranties.** City represents and warrants that: (1) this Agreement, including Company's performance of Services under it, will not result in a violation of, conflict with, or constitute a breach by City of any contract, obligation, or commitment to which City is a party or by which it is bound; and (2) no contract with a third party is currently in effect that encompasses all or a part of the Services to be provided by Company under this Agreement. The City shall defend, indemnify and hold harmless the Company, its officers, agents, representatives and/or employees, from and against all claims, damages, losses, costs, expenses, or other liabilities arising out of the City's breach of any of its representations or warranties in this Agreement.
16. **Risk Allocation.** Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents
17. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least “A-” and a financial size category of at least VII. Upon City’s request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker’s Compensation policy) except with respect to the sole negligence or willful misconduct of City.

18. Force Majeure. Except for City’s obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party’s reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company’s service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
19. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
20. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
21. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.
22. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party’s prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City’s consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company’s IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid

and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (j) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

City of Mount Vernon

Republic Services LLC d/b/a Republic Services of
Cedar Rapids

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

GENERAL SPECIFICATIONS FOR SERVICES

1. WASTE MATERIAL/SERVICE TYPES. The following Waste Material/Service Types shall be considered in scope during the Term of this Agreement:

<input checked="" type="checkbox"/> Solid Waste	<input checked="" type="checkbox"/> Yard Waste
<input checked="" type="checkbox"/> Recyclable Material	<input checked="" type="checkbox"/> Bulk Waste
<input type="checkbox"/> Construction & Demolition Debris	

2. DEFINITIONS

2.1 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

2.2 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial or Industrial Units.

2.3 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be. Bulky Waste shall not include any Excluded Waste.

2.4 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight. A Bundle shall not include any Excluded Waste.

2.5 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility, or Large Commercial or Industrial Unit.

2.6 Customer – An operator or occupant of a Residential Unit or a Municipal Facility who generates Garbage, Rubbish, Yard Waste or, if covered by this Agreement, Recyclable Materials.

2.7 Disposal Site – A Waste Material depository designated by Company, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

2.8 Excluded Waste – Excluded Waste is all Bulky Waste (except as otherwise provided in this Agreement), Large Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and Special Waste.

2.9 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is

likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

2.10 Hazardous Waste – A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

2.11 Industrial Permanent Unit – A premise or location requiring Large Commercial and Industrial Refuse collection for a continuous term from a Bin (i.e., a compactor).

2.12 Industrial Temporary Unit – A premise or location requiring Large Commercial and Industrial Refuse collection on only a temporary basis from a Bin (i.e., a 20, 30 or 40 yard roll-off container). The collection time period is limited to a specific event or a short-term project.

2.13 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

2.14 Large Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated at a Large Commercial or Industrial Unit.

2.15 Large Commercial or Industrial Unit – All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility. Metal or plastic container 2 yards or larger.

2.16 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

2.17 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

2.18 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibit B of this Agreement.

2.19 Offal Waste – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

2.20 Recycling – The collection of Recyclable Materials pursuant to this Agreement, including any delivery of, Recyclable Materials called for by this Agreement.

2.21 Recyclable Materials – The following items are classified as Recyclable Materials under this Agreement:

- (a) Cans – Clean aluminum, tin/steel containers.
- (b) Paper and Newspaper – Clean, dry, unsoiled paper.
- (c) Plastic – PETE & HDPE containers (milk jugs & soft drink containers)
- (d) Cardboard

2.22 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families including single family homes and duplexes. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

2.23 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

2.24 Small Commercial Unit - a small commercial business whose Garbage and Rubbish is placed in not more than one Solid Waste Cart per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City.

2.25 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

2.26 Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

2.27 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
- (d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (e) Waste which may contain free liquids and requires liquid waste solidification;
- (f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
- (g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;

(h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);

(i) Waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and

(j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

2.28 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.29 Waste Container – A Container for Garbage, Rubbish and Yard Waste or a Container for Recycling.

2.30 Waste Material – All nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units and Municipal Facilities that is not excluded by this Agreement. Waste Material shall not include any Excluded Waste.

2.31 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

3. COLLECTION OPERATIONS – GENERAL PROVISIONS

3.1 Location of Containers, Bags and Bundles for Collection. All material must be placed inside Rolling Carts, provided by Company. Carts shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any Rolling Carts not so placed or any Waste Material not in a Company provided Rolling Cart as specified in the applicable Exhibit hereto. Customers will have the ability to upgrade to larger or multiple carts for an additional cost. Replacement Containers may be refurbished.

3.2 Collection of Recyclables. Company will provide Rolling Carts for curbside collection of Recyclable Materials.

3.3 Container Sizes. Customers will have the choice of 3 container sizes and service levels. If residents choose to change the container size or service level after the initial rollout and

3.4 Hours of Operation. Collection of Waste Material shall not start before 6:00 A.M. or continue after 6:00 P.M. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.5 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facilities collection routes to the City in advance of the commencement date for such route collection activity. Residential Units will receive Waste collections Services a minimum of one (1) time per week and Recyclable collections will occur one (1) time per week.

The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.6 Bulk Items. Each household will be allowed one bulky item per month at no additional charge. Item must be safely handled and loaded by a single employee. Appliances, Construction Debris, E-waste and Tires are not included and will incur an additional charge. Residents will be allowed to place non freon appliances, ewaste and tires out for collection on the first and third collection day of the month. There is a per item charge and must be placed on a list provided by the city prior to collection day.

3.7 Annual City Cleanup. The Contractor will provide an annual spring clean-up, to take place during the months of April or May. This service will provide for the curbside collection and disposal of large and bulky item(s) not ordinarily collected. Each collection unit will be allowed two(2) bulky items and 1 cubic yard of materials(equivalent to approximately six(6) 30-gallon trash containers). The city is responsible for all disposal charges incurred. The Contractor will work with the City to determine the exact date of collection.

3.8 Yard Waste. Yard-waste will be collected weekly from the first week in April through November. Yard waste collection will be available by separate subscription and will include a 95 gallon cart. All yard waste material must be placed in the cart provided.

3.9 Free City Services. Once a week collection of solid waste from the following City facilities: City Hall, Police Department, Wastewater Treatment Facility, Public Works Facility, Visitor's Center, and LBC. Once a week collection of recyclables from two City-owned facilities, the LBC, Police Department and City Hall

3.10 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.11 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Company.

3.12 Disposal. All Waste Material, other than Recyclable Material, collected within the City under this Agreement shall be deposited at any Disposal Site, selected by the Company, properly authorized by the State.

3.13 Delivery. All Recyclable Material collected at the drop off site for delivery and sale by the Company shall be hauled to a processing facility selected by the Company.

3.14 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections. Republic will provide a service guide to each residence prior to beginning service.

3.15 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking,

spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

EXHIBIT B

PRICING

	Residential Service	Price
7/1/22-6/30/23	35, 65 or 95 gallon cart for trash serviced weekly	\$9.85
7/1/22-6/30/23	35 Gallon Trash Cart serviced Every other week	\$5.50
7/1/22-6/30/23	65 gallon recycling cart serviced weekly	\$ 7.00
7/1/22-6/30/23	Large Item/Appliance/Tire Rate	\$25 per item
7/1/22-6/30/23	95 gallon cart for yard waste serviced weekly Apr-Nov	\$10 per month
	Yard waste is billed over 12 months \$120 per year	
7/1/22-6/30/23	Container Delivery/Removal/Exchange after initial setup	\$30 per request
	There will be no delivery charge for containers delivered to Public Works for city to distribute to residents	
	If a container is damaged it will be replaced at no charge	
7/1/22-6/30/23	Recycling Processing Charge	\$0.07 per month
7/1/22-6/30/23	Commercial Trash Service	1x per week
	Commercial Cart (65 or 95 Gallon)	\$ 22.50
	2 yard dumpster	\$ 63.00
	4 yd dumpster	\$ 104.00
	6 yd dumpster	\$ 156.00
	8yd dumpster	\$ 198.00
7/1/22-6/30/23	Commercial Recycling Service	1x per week
	Commercial Cart (65 or 95 Gallon)	\$ 10.00
	2 yard dumpster	\$ 50.00
	4 yd dumpster	\$ 95.00
	6 yd dumpster	\$ 140.00

ALL RATES WITH THE EXCEPTION OF THE RECYCLING PROCESSING FEE ARE SUBJECT TO A 4% RATE INCREASE ANNUALLY

City will provide a list of large item collections prior to collection day.

Additional carts are available and will be billed the same rates as the first cart.



AGENDA ITEM # J – 4

AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

DATE: December 6, 2021

AGENDA ITEM: Request for Qualifications - Attorney

ACTION: Motion

SYNOPSIS: The City Attorney has announced his plans to retire from Simmons Perrine (he has been slowly phasing himself out of practice). At this point the City has two options; 1) Find and work with a new attorney within the same firm, or 2.) Request qualifications from established firms and review additional options. The City has not reviewed City Attorney services for over ten years and staff would recommend option two. Attorneys from Simmons Perrine will be allowed to submit an RFQ and be considered as part of this process. The request for qualifications does allow the City an opportunity to review different service rate structures.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/2/21

CITY OF MOUNT VERNON, IOWA
Request for Qualifications for Legal Services

Issue Date: December 7, 2021

Submissions due:

Tuesday, January 18, 2022

**City Administrator
City Hall
213 1st Street NW
Mt. Vernon, IA 52314
(319) 895-8742**

PURPOSE OF REQUEST

The City of Mount Vernon is seeking an attorney to provide City attorney services. The City seeks services encompassing the traditional scope of work related to municipal and employment law including, but not limited to, legal counsel, opinions, consultation, labor negotiations, enforcement and attendance at various City Council meetings as required by the contract. The City invites firms licensed to practice law in Iowa that have local government and employment law experience to submit a response to this request.

BACKGROUND INFORMATION

Mount Vernon is a community of 4,527 located 15 miles east of the Cedar Rapids and Marion metro. The City of Mt. Vernon is a full-service city and is organized into seven primary departments: Police (contracts the department to the City of Lisbon), Hybrid Fire, Public Works, Parks and Recreation, Water/Wastewater, Hybrid EMS, and Administrative Services (the hybrid departments are covered by 28E Agreements). The City of Mount Vernon's governance is comprised of a City Administrator, Police Chief, Mayor, and a five-member City Council. The hybrid departments are covered by 28E Agreements.

The City has approximately 25 full time employees and operates on a July 1 through June 30 fiscal year. There are bargaining units including Chauffeurs, Teamsters, and Helpers Local #238 covering the Public Works and City Hall Bargaining Unit, and Chauffeurs, Teamsters, and Helpers Local #238 covering the Police Bargaining Unit.

Additional information about the City of Mount Vernon is available at www.cityofmtvernon-ia.gov

INSTRUCTIONS TO PROPOSERS

All proposals shall be submitted electronically to:

Chris Nosbisch, City Administrator
cnosbisch@cityofmtvernon-ia.gov

All proposals must be submitted via email to Chris Nosbisch no later than **Tuesday, January 18, 2022, at 4:00 p.m.** No proposals submitted by telephone or fax will be accepted. Proposals arriving after the deadline cannot be considered.

Proposals should be prepared simply, providing a straightforward, concise description of the provider's capability to satisfy the requirements of the needed services. Emphasis should be on completeness and clarity of content. No partial proposals will be accepted.

The City Administrator or his/her representative will notify appropriate attorneys by **Tuesday, February 1, 2022** that the City wishes to interview them and will establish the time for those interviews.

Each qualified bidder will be provided loss data and management of documents, as reasonably requested, and will be allowed an opportunity to review the records of the city on a confidential basis. However, review time will be limited to one working day, including a questioning period.

All proposals become the property of the City and will constitute an open offer. Firms shall take careful note that no changes will be allowed to the proposal following the proposal due date. Each proposal shall include the following information, along with such additional supportive data considered by the firm to be appropriate.

In an effort to compare proposals on an “apples-to-apples” basis, the City requests proposals include a cover letter, firm experience, specialized legal services, conflicts of interest, and any other pertinent information. For purposes of comparisons, it is important that proposals follow the format of these specifications and that all questions be answered in full.

Cover Letter –

Provide a cover letter that includes name, title, and contact information for the person with authority to bind the firm.

Firm Experience -

Provide a brief description of the firm’s history and culture and how the organization will add value to the City.

The names and qualifications of the lead attorney, other key personnel, and support personnel assigned for the term of the contract.

Identify experience of the firm regarding municipal issues such as land use, nuisance, zoning, labor relations, law enforcement, intergovernmental agreements and any other areas of expertise.

Describe the firm’s experience and success with governmental entities of similar operations and size.

Provide an assessment of the current issues related to major municipal law issues, employment law and/or public sector bargaining in Iowa.

Describe the action necessary to ensure a smooth and effective transition.

A description of all ancillary types of services offered by the firm, any subsidiaries, and parent company. Include a description of services that can be offered with no additional charge to the City.

Simply stated, please share the compelling reason why the firm should be selected to provide the City’s legal services.

References-

Provide the names and addresses of at least five organizations that may be contacted for reference, including two organizations that have ended their relationship with your firm in the last year.

The acceptance of this invitation will constitute an agreement that the attorney will not perform any services related to the implementation of the report until authorized to do so by the city.

Billing-

Include a detailed description of billing practices.

The City expects the fee to be proposed as an hourly rate. Include fees per hour for principal attorneys, other firm attorneys, and any relevant support personnel.

Include a schedule of reimbursable costs such as mileage and travel time.

Flexible billing methods compatible with the City's accounting procedures are required.

Evaluation Criteria-

All responsive proposals will be fairly evaluated using a committee consisting of elected officials and staff. In awarding any contract under this invitation, the city will consider (not necessarily listed in order of importance):

Responsiveness of the written proposal to the purpose and scope of services.

Ability to perform as reflected by past history and qualifications of assigned staff.

Availability of qualified staff to meet deadlines without sacrificing quality of work.

Ability to provide specialized legal services as needed.

Experience providing City Attorney services or working in municipal law and employment law. Name of governmental entity and contact person(s) should be provided.

Estimated total costs.

TERMS AND CONDITIONS

The City reserves the right, at its sole discretion, to terminate this process at any time or reject any and all proposals without penalty prior to the execution of a contract acceptable to the City. Following the review by the committee, the final selection, if any, will be based on the proposal that best meets the requirements set forth in the request for service and that is in the best interest of the City of Mount Vernon. The committee will be composed of City staff members and City Council representative(s).

The City reserves the right to waive any formalities and to reject any or all proposals. Failure to furnish all information requested might disqualify a proposal.

The City reserves the right to award the contract to the next most qualified firm if the successful firm does not execute a contract within thirty (30) days after the award of the proposal.

The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

Selected qualified bidders may be provided, at the option of the City, a single opportunity to present the facts of their written proposal to the City. A presentation schedule will be announced as soon as practicable following the proposal due date, if such option is exercised by the City.

Any proposal may be withdrawn up until the date and time for the opening of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the City the services set forth in the attached specifications or until one or more of the proposals have been approved by the City's administration, whichever occurs first.

Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied or approved by the City and shall contain, as a minimum, applicable provisions of the request for proposal. The City reserves the right to reject any agreement that does not conform to the request for proposal and any City requirements for agreements and contracts.

The City shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the request for proposal.

Any questions about this request should be addressed in writing to Chris Nosbisch cnosbisch@cityofmtvernon-ia.gov.

CONTRACT AWARD

At the time the City awards a contract for legal services, it will be based on proposals received without additional submissions from the firm. No unilateral changes will be allowed following the proposal due date. Accordingly, a proposal should contain the most favorable terms from both a cost and technical standpoint that the bidder can submit. The City reserves the right to request any necessary clarifications to the consultant's proposal without changing the terms of the proposal.

Period of Performance -

The period of performance for this project shall be the contract effective date plus one calendar year from that date, subject to extension only by mutual agreement.

Key Personnel -

The key personnel identified by the bidder's proposal are considered to be essential to the work being performed hereunder. The consultant, without proper notification to the City, shall make no personnel substitutions.

Changes in Scope -

The City may at any time, by written order, make changes within the general scope of the contract. Designated City personnel shall be responsible for issuance of this written order. If any changes cause an increase or decrease in the cost or the time required for the performance of any part of the work under the contract, a mutually satisfactory adjustment shall be made in the contract price or delivery schedule, and the contract shall be modified in writing accordingly. Any claims by the consultant for an adjustment under this clause must be asserted within forty-five (45) days from the date of the receipt by the consultant of the notification of change.

Contract Termination -

The contract may be terminated in whole or in part by mutual consent of both parties at any time with 30-day notice, subject to equitable settlements of all interests and obligations that have accrued to date of termination.

The contract may be terminated in whole or in part unilaterally by the city under the following circumstances:

The consultant is guilty of breach of contract.

The consultant fails to show reasonable progress in performance of work.

The consultant fails to complete required services within the time specified.

Indemnification -

The consultant agrees to indemnify, defend, and hold harmless the City, as well as its officers, agents and employees, from any and all claims and losses accruing or resulting from the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the consultant in the performance of this contract and against any liability, including costs and expenses, for the violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract or based on any libelous or other unlawful matter appearing in such data.

Insurance –

The successful firm shall provide a certificate of insurance. Said insurance shall be maintained at all times during the term of the contract and shall name the City of Mount Vernon as an additional insured.

Availability of Records and Audit -

The consultant agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called “records”) to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract. The consultant agrees to make available at the offices of the City at all times during the period set forth in this invitation any of the records for inspection, audit, or reproduction by any authorized representative of the company. Except for documentary evidence delivered to the offices of the City, the consultant shall preserve and make available to persons designated by the City his/her records for a period of three (3) years from the date of final payment under this contract or until all debit questions have been resolved, whichever period of time is longer.

Contract not Assignable -

The contract is not assignable by the consultant either in whole or in part.

L. Discussion Items (No Action)

AGENDA ITEM # L – 1

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: December 6, 2021

AGENDA ITEM: Fee Schedule

ACTION: None

SYNOPSIS: I have tasked Laura with creating a consolidated fee schedule for the City as part of the budget process. The attached document is the rough draft for your review.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/2/21



Fee Schedule

The following application fee schedule was adopted by City Council on _____, 2021, for non-refundable application fees to be charged by the City of Mount Vernon, Iowa.

Resolution No. 12-06-2021A

<u>TYPE OF APPLICATION</u>	<u>FEE</u>
LAW ENFORCEMENT	
Police Incident/Arrest Report	\$5.00
Vehicle Collision Report	\$4.00
Videos/Photos	\$25.00 + Cost of storage device & shipping
Fingerprinting	\$10.00
PLANNING & ZONING	
Site Plan	\$150.00 + Engineer fees at cost to applicant
Subdivision- Major	\$200.00 + Engineer fees at cost to applicant
Subdivision – Minor (Including Minor Boundary Change)	\$150.00 + Engineer fees at cost to applicant
Rezoning	\$150.00
Appeals/Variances	\$150.00
Temporary Use	\$50.00
Conditional Use Permit	\$200.00
Annexation	\$200.00 (\$250.00 w/ rezoning)
Alley Vacation- Filing Fee	\$100.00
Alley Vacation	\$350.00 Administrative fee + Fair market value by square foot
Nuisance Abatement	\$100.00 Administrative fee + Services rendered at cost to property owner
ADMINISTRATIVE FEES	
Copies	25¢/page
Fax	\$2.50/page
Public Record Search	\$35.00/hour + 25¢/page



CITY OF Mount Vernon

Fee Schedule

The following application fee schedule was adopted by City Council on _____, 2021, for application fees to be charged by the City of Mount Vernon, Iowa.

Resolution No. 12-06-2021B

PARKS & RECREATION	
Pavilions	No Fee
Fall Programs <ul style="list-style-type: none">Soccer:<ul style="list-style-type: none">4 years old – 1st Grade2nd – 6th GradeFootball:<ul style="list-style-type: none">Flag Football 1st – 6th GradeFootball Buddies AK – KGirls Basketball:<ul style="list-style-type: none">1st – 2nd Grade3rd – 6th Grade	<ul style="list-style-type: none">\$37.00/Resident, \$42.00/Non-Resident\$45.00/Resident, \$50.00/Non-Resident\$37.00/Resident, \$42.00/Non-Resident\$26.00/Resident, \$31.00/Non-Resident\$37.00/Resident, \$42.00/Non-Resident\$45.00/Resident, \$50.00/Non-Resident
Winter Programs <ul style="list-style-type: none">Boys Basketball:<ul style="list-style-type: none">1st – 2nd Grade3rd – 6th GradeYouth Wrestling:<ul style="list-style-type: none">4 years old – 6 years old	<ul style="list-style-type: none">\$37.00/Resident, \$42.00/Non-Resident\$45.00/Resident, \$50.00/Non-Resident\$22.00/Resident, \$27.00/Non-Resident
Spring Programs <ul style="list-style-type: none">Soccer:<ul style="list-style-type: none">4 years old – 1st Grade2nd – 6th Grade	<ul style="list-style-type: none">\$37.00/Resident, \$42.00/Non-Resident\$45.00/Resident, \$50.00/Non-Resident
Summer Programs <ul style="list-style-type: none">Tee Ball AK – KCoach Pitch 1st – 2nd GradePlayer Pitch 3rd – 6th Grade	<ul style="list-style-type: none">\$32.00/Resident, \$37.00/Non-Resident\$32.00/Resident, \$37.00/Non-Resident\$50.00/Resident, \$55.00/Non-Resident



CITY OF Mount Vernon

Fee Schedule

POOL	
Daily Admission	\$6.00
Lap Swim Daily Admission	\$4.00
Single Pass	\$100.00/Resident, \$115.00/Non-Resident
Double Pass	\$115.00/Resident, \$145.00/Non-Resident
Family Pass	\$160.00/Resident, \$185.00/Non-Resident
Babysitter Pass	\$50.00/Resident, \$50.00/Non-Resident
Regular Group Lesson	\$37.00/Resident, \$42.00/Non-Resident
Tadpole Lesson	\$28.00/Resident, \$33.00/Non-Resident
Parent/Infant Lesson	\$28.00/Resident, \$33.00/Non-Resident
Private Lesson (30 Minutes)	\$22.00
Semi-Private (30 Minutes)	\$27.00
Junior Lifeguard	\$50.00
Swim Team	\$16.00/Resident, \$18.00/Non-Resident
Water Exercise Pass	\$125.00
Water Exercise Punch Pass	\$55.00
Triathlon	\$25.00/Resident, \$35.00/Non-Resident
Pool Rental	\$250.00

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
December 6, 2021**

- T-Mobile will be replacing an antenna on the water tower on Tuesday, December 7, 2021. This will likely disrupt traffic on 1st Street for a majority of the day (crane will be set). Staff has sent this information to the public via social media and Nixle.
- The leaf program ended the week of Thanksgiving after eight weeks of operation. City staff did make a hurried sweep of the community on Wednesday of this week as the leaf vac was out for Magical night and park cleanup.
- We will have a slightly more condensed budget session this year as we await the seating of new Council members. The CIP will be handed out to the Council during their December 20, 2021 meeting. This may be limited to one fiscal year as a number of projects are set to begin in either FY 22 or FY 23 (their timing influences funding for future projects).
- Just a reminder that City Hall will be closed from 11:30 to 1:30 on December 17, 2021 for the employee recognition luncheon.